United States Courts
Southern District of Texas
FILED

JAN 25 2016

David J. Bradley, Clerk of Court

UNITED STATES DISTRICT COURT

SOUTHISN DISTRICT OF TEXAS

HOUSTON DIVISION

ANTHONY WELCH,	)	
Plaintiff,	)	**CIVIL ACTION NO.**
v.	)	
EXPERIAN INFORMATION SOLUTIONS,	)	
TRANSUNION, LLC	)	
Defendants,	)	

PLAINTIFF'S ONRGINAL PETITION

1.

This is a civil action brought under the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681ET.SEQ. The Court has jurisdiction pursuant to 15 U.S.C. § 1681p.

2.

Plaintiff Anthony Welch ("plaintiff") is a natural person residing in the State of Texas , as defined by the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681a(c).

3.

Defendant Experian Information Solutions, Transunion, LLC, ('Experian" or Defendant 1") ("Transunion" or "Defendant 2") are consumer reporting agencies as defined by the FCRA, 15 U.S.C. § 1681A (f).

4.

Plaintiff was denied credit from Citibank due to his Experian & Trans Union credit report. On or about December 16, 2013, plaintiff requested his credit report from Experian & Trans Union. On or about January 6, 2014, Experian & Trans Union sent plaintiff a form letter requesting he provide additional identifying information.

5.

On or about January 22, 2014, plaintiff again requested a copy of his Experian & Trans Union credit report, enclosing the additional identifying information Experian & Trans Union requested in its January 6, 2014 letter. On or about January 23, 2014, Experian & Trans Union sent plaintiff a copy of his January 22, 2014 Experian & Trans Union credit report. The report contained false identification information, as incorrect Social Security number, a false birthday and false derogatory collection accounts attributed to him.

6.

On or about January 24, 2014, plaintiff disputed the false information appearing in his January 23, 2014 Experian & Trans Union credit report via facsimile. On or about January 28, 2014 plaintiff disputed for credit report for a second time. Plaintiff enclosed a copy of his Experian & Trans Union credit report with the false information highlighted. Experian & Trans Union did not conduct an investigation of his dispute. On or about February 6, 2014, Experian & Trans Union sent plaintiff a third form letter indicating it needed additional identifying information to process his dispute.

7.

On or about February 10, 2014 plaintiff requested a new copy of his Experian & Trans Union credit report. Experian & Trans Union did not respond to his request for his credit report.

8.

On or about February 17, 2014, plaintiff disputed to Experian & Trans Union a third time, the false, derogatory information displaying in his January 23, 2014 credit report. He again included the identifying information requested by Experian & Trans Union.

9.

On or about February 28, 2014, plaintiff received his Experian & Trans Union investigation results. Experian & Trans Union had not changed anything on his credit report. It contained the same false information that was in his January 23, 2014 Experian & Trans Union credit report.

10.

On or about March 3, 2014 plaintiff disputed a fourth time his Experian & Trans Union credit report. He included with his dispute all the identifying information Experian & Trans Union requited to process a dispute.

11.

On or about March 5, 2014, plaintiff received a denial of credit from Wells Fargo Bank based upon information appearing in his Experian & Trans Union credit report.

12.

On or about March 24, 2014, plaintiff again requested a copy of his Experian & Trans Union credit report. On or about April 2, 2014, plaintiff received the same form letter, for a fifth time, requesting additional identifying information. The next day he again requested his Experian & Trans Union credit report, using the identifying information Experian & Trans Union requested he use to obtain his credit report.

13.

On or about April 22, 2014 plaintiff received a sixth form letter, requesting he provide the identical identifying information he had already provided on numerous occasions. On or about April 28, 2014, plaintiff sent a new request for a copy of his credit report, again containing the identical information that Experian & Trans Union had previously requested he provide. Experian & Trans Union received his request on April 30, 2011. Experian & Trans Union did not respond to plaintiff's request for a credit report.

14.

On or about May 2, 2014, plaintiff called Experian & Trans Union to dispute any false information appearing in his credit report and to find out why he could not get Experian & Trans Union to provide his a copy of his Experian & Trans Union credit report. Plaintiff provided the Experian & Trans Union to provide his a copy of his Experian & Trans Union credit report. Plaintiff provided the Experian & Trans Union consumer representative his name, Social Security number and address. He also provided account information regarding his creditors. The Experian & Trans Union representative told him that he was mixed with another person and he needed to dispute the false information directly to the creditors before they would release his credit report. Plaintiff complained that he did not know what was on his credit report and needed a copy to determine what was necessary to dispute. Experian & Trans Union agreed to send his a copy of his credit report. On or about July 5, 2011, plaintiff received a copy of his Experian & Trans Union credit report. The report contained a wrong Social Security number and numerous false, derogatory accounts.

15.

On or about May 12, 2014, plaintiff filed a lawsuit against Experian & Trans Union for the false identifying information and that he had never defaulted on the accounts they listed on his credit report. He also detailed all the false accounts and identifying information Experian & Trans Union was reporting about his.

16.

On or about June 10, 2014, Experian answered the lawsuit.

17.

On or about July 15, 2014, plaintiff received Experian's answered and notices to remove the lawsuit to Federal Court.

18.

On or about September 25, 2014, Trans Union answered the lawsuit. Plaintiff dismissed the lawsuit on April 24, 2014 because both parties agreed to remove all the false information on plaintiff's credit report. They have not done that.

19.

On or about November 2, 2014, plaintiff sent Experian & Trans Union a letter requesting that they remove the student loans on his report and the Federal Tax Liens because the statue for 10 years had expired on the tax lien and the student loans were never late. Experian & Trans Union sent form letters stating that they had done another investigation and that everyone was correct. On December 1, 2015 plaintiff again sent Experian and Trans Union the statute of the Federal Tax Lien requiring them to remove it because the 10 year statute has expired and he had applied for a new automobile and was denied. Plaintiff is also enclosing a copy of most recent report from Experian showing plaintiff 90 days late in January 2015 on his student loans and showing it was current in December of 2015. This kind of inaccurate reporting has really hurt plaintiff's credit rating and any chance to purchase a home or automobile. (Attached as exhibit "A" is a copy of the plaintiff last report from Experian showing the false information about the student loans). (Attached as exhibit "B" is the information about the Federal Tax Lien that was sent to both Experian and Trans Union and they failed to act on it after numerous requests)

20.

On or about December 3, 2015, plaintiff called Experian and spoke to a Jennifer King and she said she would look into the Tax Lien time frame. Plaintiff receives an email 2 days later stating that everything was correct on his report and that nothing would change. That leaves plaintiff no choice but to file a lawsuit again to remove the false information Experian & Trans Union continues to report. Experian & Trans Union would not investigate his disputes. After approximately five years of disputing, plaintiff gave up and filed this lawsuit.

FIRST CLAIM FOR RELIEF

(FCRA – 15 U.S.C. § 1681N)

21.

Plaintiff alleges paragraphs 1 – 20 as if fully set forth herein.

22.

Experian & Trans Union willfully failed to comply with the requirements imposed under the FCRA, 15 U.S.C. § 1681 et seq., including but not limited to:

a) failing to follow reasonable procedures to assure maximum possible accuracy of the information in consumer reports, as required by 15 U.S.C. §1681e(b);
b) failing to comply with the reinvestigation requirements in 15 U.S.C. §1681i;
c) providing plaintiff's credit file to companies without determining that these companies had a permissible purpose to obtain plaintiff's credit file pursuant to U.S.C. §1681b and
d) Failing to provide plaintiff his credit file pursuant to 15 U.S.C. §1681g.

23.

As a result of Experian & Trans Union's violations of the FCRA, Plaintiff has suffered, continues to suffer, and will suffer future damages, including denial of credit, loss of opportunity to receive credit, damage to reputation, worry, distress, frustration, embarrassment and humiliation, and all of to his damages, in an amount determined by the jury.

24.

Plaintiff is entitled to punitive damages in an amount to be determined by the jury.

25.

Plaintiff is entitled to actual damages in an amount to be determined by the jury in addition to any statutory damages in an amount to be determined by the Court.

26.

Plaintiff is entitled to his attorney fees, pursuant to 15 U.S.C § 1681n (a).

SECOND CLAIM FOR RELIEF

(FCRA – 15 U.S.C § 1681o)

27.

Experian & Trans Union negligently failed to comply with the requirements imposed under the FCRA, including but not limited to:

a) failing to follow reasonable procedures to assure maximum possibly accuracy of the information in consumer reports, as required by 15 U.S.C. §1681n(b);
b) failing to comply with the reinvestigation requirements in 15 U.S.C. §1681i;
c) providing plaintiff's credit file to companies without determining that these companies had a permissible purpose to obtain plaintiff's credit file pursuant to U.S.C. §1681b and
d) Failing to provide plaintiff his credit file pursuant to 15 U.S.C. §1681g.

29.

As a result of Experian & Trans Union's violations of the FCRA, plaintiff has suffered, continues to suffer and will suffer future damages, including denial of credit, loss of opportunity to receive credit, damage to reputation, worry, distress, frustration, embarrassment and humiliation, and all of to his damages, in an amount determined by the jury.

30.

Plaintiff is entitled to actual damages in the amount to be determined by the jury.

31.

Plaintiff is entitled to his attorney fees, pursuant to 15 U.S.C § 1681o (a).

PRAYER

Plaintiff demands a jury trial on all claims. Wherefore plaintiff Anthony Welch prays for a judgment as follows:

1. On Plaintiff's First Claim for Relief for willful violations of the FCRA against Defendant Experian & Trans Union:
    a) Actual damages in an amount to be determined by the jury;
    b) Punitive damages in an amount to be determined by the jury; and,
    c) Statutory damages as determined by the court; and
    d) Attorney fees and costs.
2. On Plaintiff's Second Claim for Relief for negligent violations of the FCRA against Defendant Experian & Trans Union.
    a) Actual damages in an amount to be determined by the jury;
    b) Attorney fees and costs.
3. On All Claims for Relief, costs and expenses incurred in this action.

DATED this 10th day of December 2015.

Anthony Welch

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